

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE ANTONY DOMINIC

WEDNESDAY, THE 10TH OCTOBER 2007 / 18TH ASWINA 1929

WP(C).No. 29585 of 2007(V)

PETITIONER:

1. C.G.BABU, S/O GOANGADHARAN,
AGED 45 YEARS, RESIDING AT CHEMAKKADU HOUSE,
VADAKKANCHERRY P.O., ALATHUR TALUK,
PALAKKAD DISTRICT.
2. C.G.PRAVEEN, S/O GANGADHARAN,
AGED 41 YEARS, RESIDING AT CHEMAKKADU HOUSE,
VADAKKANCHERRY P.O., ALATHUR TALUK,
PALAKKAD DISTRICT.

BY ADV. SRI.JOHNSON P.JOHN
SRI.BABY MATHEW

RESPONDENTS:

1. MANAGER,
STATE BANK OF TRAVANCORE,
VADAKKENCHERRY BRANCH,
PALAKKAD DISTRICT.
2. AUTHORISED OFFICER,
STATE BANK OF TRAVANCORE,
VADAKKENCHERRY BRANCH,
PALAKKAD DISTRICT.

BY ADV. SRI.M.PATHROSE MATTHAI (SR.)
SRI.SAJI VARGHESE SC FOR SBT

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION
ON 10/10/2007, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

ANTONY DOMINIC, J

W.P.(C). 29585/2007

Dated this the 10th day of October, 2007

JUDGMENT

Proceedings initiated against the petitioners as per Exts.P2 and P3 under the provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 is under challenge. It is the main contention of the learned counsel for the petitioners that the Bank is a tenant in a building belonging to the petitioners and the lease agreement was for the period 1992-98 and even after the expiry of the lease deed, Bank did not consider their request for renewal of lease or revision of rent. According to the petitioners, arrangement between the parties was that the rent would be adjusted towards the loan availed of by the petitioners from the Bank and since the Bank had stopped the payment of rent, default has occurred.

2. Learned counsel for the Bank, on instructions, submit that in respect of the property, a Civil Suit is pending in which an order of injunction has been passed by the Civil Court restraining the Bank from paying the

rent to the co-owners. According to the counsel in compliance of the order of the Civil Court, the amount has been kept under a separate account. It is also submitted by the counsel that the petitioners owed the Bank about 45 Lakhs and it was on account of the continued default in the payment that the Bank had to initiate proceedings under Exts.P2 and P3.

3. Having considered the submissions made by both sides, I see no justification to interfere with the proceedings initiated against the petitioners. Bank is not in a position to make the payment of rent, but that does not in any manner affect the liability of the petitioners to pay the instalments. Since liability is not disputed, there is no merit in this writ petition and the same is dismissed.

ANTONY DOMINIC
Judge

mrCS